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March 22, 2004

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VIA ELECTRONIC FILING

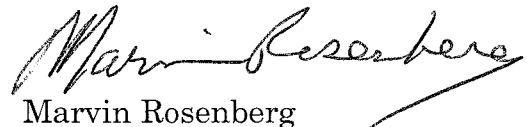
Ms. Arlene Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Ex-Parte Presentation
MB Docket No. 03-206

Dear Ms Deutsch:

Pursuant to Section 1.1206(b)(1)(2) of the Federal Communications Commission's Rules, this to advise of a written ex-parte presentation by Dominion Video Satellite, Inc. ("Dominion") to Eloise Gore, Assistant Division Chief, Policy Division, Media Bureau on this date, March 22, 2004. The attached document was requested by Ms. Gore at the meeting held on February 12, 2004 and e-mailed to her.

Very truly yours,


Marvin Rosenberg

CONFIDENTIAL

DIRECT BROADCAST SERVICE
TRANSPONDER LEASE,
CHANNEL USE AND PROGRAMMING AGREEMENT
BY AND AMONG
DOMINION VIDEO SATELLITE, INC.,
ECHOSTAR SATELLITE CORPORATION,
DIRECTSAT CORPORATION,
DIRECT BROADCASTING SATELLITE CORPORATION,
DIRECT BROADCAST SATELLITE CORPORATION
AND
ECHOSPHERE CORPORATION,
DATED JULY 18, 1996

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ARTICLE IX

FCC AND OTHER LIMITATIONS

9.1. Absence of Control. Notwithstanding anything contained in this Agreement to the contrary, no control over any of the Dominion DBS Rights, or the DBS frequencies licensed by the FCC to EchoStar, DirectSat or DBSC (together the "EchoStar DBS Rights"), as the case may be, shall, or is intended to be, granted to any party not licensed by the FCC to control the Dominion DBS Rights or EchoStar DBS Rights, as the case may be (together, the "DBS Rights"), if, and to the limited extent that, exercise of such control of the DBS Rights by the other party would:

- (a) constitute a transfer of control with respect to applicable DBS Rights;
- or
- (b) otherwise violate FCC rules, regulations or requirements with respect to the DBS Rights.

9.2. FCC Approval. The parties agree and acknowledge that certain provisions of this Agreement may require the consent, approval or order of the FCC, which consent, approval or order the parties shall obtain if required by the FCC.

9.3. Compliance with FCC Rules. To the extent that any provision of this Agreement is in violation of any FCC rule, regulation, decree, order or otherwise (together, "FCC Rules"), such provision shall automatically be rewritten, to the minimum extent necessary, consistent with the FCC Rules so that the principal benefits of the provision continue to accrue to the benefit of the affected party.

9.4. Consummation of DBSC Merger. The parties agree and acknowledge that DBSCD proposes to merge with DBSC pursuant to the DBSC Merger, and EchoStar's, DirectSat's, DBSCD's and DBSC's obligations under this Agreement with respect to EchoStar III are contingent on the consummation of the DBSC Merger and approval of the same by the FCC, among other governmental agencies. Dominion hereby acknowledges that its right to use any of the EchoStar III Transponders as set forth in Article II above, and DBSC's obligations with respect to the same, is contingent upon consummation of the DBSC Merger. In the event the DBSC Merger is ultimately rejected by the FCC and a similar transaction is not ultimately implemented which would permit the Lease (or a substantially similar transaction to be implemented), then this Agreement may be terminated at the option of either EchoStar or Dominion. DBSCD shall sign this Agreement immediately following consummation of the DBSC Merger, and sooner if it can reasonably be arranged.

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